

# Memorandum for General RFP Configuration

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**To:** Vendor with current valid proposal for General RFP #3608 for Communication Cabling

**From:** Craig P. Orgeron, Ph.D.

**CC:** ITS Project File Number 40110 and 40109

**Date:** August 31, 2012

**Subject:** Letter of Configuration (LOC) Number 40110 / 40109 for the purchase and installation of underground conduit and fiber optic cable at Camp Shelby for the Mississippi Military Department (DOM)

**Contact Name:** Chris Nix

**Contact Phone Number:** 601-432-8041

**Contact E-mail Address:** Chris.Nix@its.ms.gov

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The Mississippi Department of Information Technology Services (ITS) is seeking the hardware and services described below on behalf of the Department of Military (DOM). Our records indicate that your company currently has a valid proposal on file at ITS in response to General RFP #3608 for Communication Cabling. Our preliminary review of this proposal indicates that your company offers products and services that meet the requirements of this project; therefore, we are requesting your configuration assistance for the components described below.

## 1. GENERAL LOC INSTRUCTIONS

- 1.1 Beginning with Item 3, label and respond to each outline point as it is labeled in the LOC.
- 1.2 The Vendor must respond with "ACKNOWLEDGED," "WILL COMPLY," or "AGREED" to each point in the LOC including the attached *Supplement to Master Cabling Agreement*, (Attachment C), as follows:
  - 1.2.1 "ACKNOWLEDGED" should be used when a Vendor response or Vendor compliance is not required. "ACKNOWLEDGED" simply means the Vendor is confirming to the State that he read the statement. This is commonly used in sections where the agency's

current operating environment is described or where general information is being given about the project.

1.2.2 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify that a Vendor or Vendor’s proposed solution must comply with a specific item or must perform a certain task.

1.3 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See instructions in Item 9 regarding Vendor exceptions.)

1.4 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested in addition to “WILL COMPLY” or “AGREED”.

1.5 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

## **2. GENERAL OVERVIEW AND BACKGROUND**

This Letter of Configuration (LOC) will be used to establish underground communications cable from the COL 1 and CACTF training facilities to the Camp Shelby post communications network for the Department of the Military. This project will be accomplished in two phases.

## **3. PROCUREMENT PROJECT SCHEDULE**

<b>Task</b>	<b>Date</b>
Mandatory Vendor Conference	Tuesday, August 28, 2012
Release of LOC	Friday, August 31, 2012
Deadline for Vendors’ Written Questions	Wednesday, September 5, 2012 at 3:00 p.m. Central Time
Addendum with Vendors’ Questions and Answers	Friday, September 7, 2012
Proposals Due	Tuesday, September 11, 2012 at 3:00 p.m. Central Time
Proposal Evaluation	September 11- 12, 2012
Notification of Award	Thursday, September 13, 2012
Contract Negotiations	September 13 – 19, 2012
Installation	October 1, 2012 – March 31, 2013
Acceptance	30 days after completion of the project

#### **4. STATEMENTS OF UNDERSTANDING**

- 4.1 The Vendor must provide pricing for all hardware, installation, and support for the proposed solution.
- 4.2 Vendor must provide separate cost for each phase.
- 4.3 Proposed equipment must be new from the manufacturer and qualify for warranty and maintenance services.
- 4.4 Vendor must be aware that ITS reserves the right to make additional purchases at the proposed prices for the life of the contract.
- 4.5 Vendor must be aware that the specifications detailed below are minimum requirements. Should Vendor choose to exceed the requirements, Vendor must indicate in what manner the requirements are exceeded.
- 4.6 All specifications listed in this document are intended to be open and competitive. Vendors are encouraged to question any specification that appears to be closed and/or restricts competition.
- 4.7 The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.
- 4.8 **A Mandatory Vendor Conference was held on August 28, 2012, at 10:00 A.M. Central Time at 3771 Eastwood Drive, Jackson, MS 39211. Any proposal received from a Vendor who did not have an authorized**

**representative at the Vendor Conference will be rejected. No exceptions will be granted to this requirement.**

- 4.9 Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.
- 4.10 Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
- 4.11 Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.
- 4.12 From the issue date of this LOC until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this LOC with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this LOC must be submitted in writing to the State’s Contact Person for the selection process, no later than the last date for accepting responding Vendor questions provided in this LOC. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this LOC. **Vendors failing to comply with this requirement will be subject to disqualification.**

- 4.12.1 The State contact person for the selection process is: Chris Nix Technology Consultant, 3771 Eastwood Drive, Jackson, Mississippi 39211, 601-432-8041, Chris.Nix@its.ms.gov.
- 4.12.2 Vendor may consult with State representatives as designated by the State contact person identified in 4.12.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.
- 4.13 Subject to acceptance by ITS, the Vendor acknowledges that by submitting a proposal, the Vendor is contractually obligated to comply with all items in this LOC, including the *Supplement to Master Cabling Agreement*, Attachment C if included herein, except those listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors may not later take exception to any point during contract negotiations.
- 4.14 Vendor will be responsible for all necessary permits including city, county, state and federal permits and regulations prior to beginning work.
- 4.15 Vendor must follow all SAFETY GUIDELINES as instituted by O.S.H.A. Any individual member of the selected Vendor's project team that violates these guidelines will be instructed to leave the project site immediately.
- 4.16 Vendor must properly seal all applicable service entrances.
- 4.17 Vendor must provide a set of as-built drawings in CAD or PDF showing the locations of and identifiers for cable routing, terminations, and cable counts.
- 4.18 Vendor must ensure that all grounding/earthling and bonding shall be performed in accordance with applicable codes and regulations. Vendor must observe the requirements of IEC 1000-5-2 and ANSI/TIA/EIA-607 throughout the entire cabling system.
- 4.19 Vendor must provide and install only approved and suitable materials as defined in the LOC.
- 4.20 Conduit paths will be bored, a handhole will be placed every 500-600 feet with a 40 foot slack loop will be placed in each pull-thru handhole. Placement of handholes will be approved by Camp Shelby Environment Office to ensure that do not disturb protected areas.

- 4.21 Vendor will provide a 100 foot slack loop at all splice locations, neatly coiled and secured, for future splicing.
- 4.22 No fiber cables will be directly buried in the soil. All fiber cables will be installed in a conduit with minimum schedule 40 wall thicknesses. Conduit will be installed at a minimum depth of 36 inches to the top of the conduit.
- 4.23 The fiber optic elements of this project will be of the same manufacture throughout the project. The termination components and connectors shall be approved by the cable manufacturer. A manufacturer's warranty will be required for the fiber optic cable portion of the project. All loose tube cables will have 12 strands per tube.
- 4.24 All fiber must be terminated using LC connectors.
- 4.25 Fiber pigtails or fusion spliced connectors providing a UPC factory installed connectors will be installed. The combined loss of the connector and fusion splice at the patch panel will not exceed .75 db @ 1550 nm. Provide optical patch cord as noted on the drawings.
- 4.26 Fiber trays equal to or better than Corning Pretium CCH-XX will be used throughout the project.
- 4.27 Fanout kits equal to or better than Corning FAN-12-25 will be properly installed at all termination points without exception and secured to the housing in the neatest way possible.
- 4.28 Vendor will provide a 25 foot slack loop for all cable in buildings for future changes and upgrades. This will be coiled and secured as directed by J6D personnel.
- 4.29 All fiber cables will be marked with the size, type, count and number of the cable and where the other end terminates. Each strand within the cable will be numbered at each end in order to indicate continuity from point to point. All fiber will be tested between buildings and labeled at each connecting site. Contractor will provide an excel spreadsheet with the fiber organization and use.
- 4.30 All cables will be pretested and documented before placement. Provide results of pre-installation tests to the Contracting Officer at least 10 working days before installation is to start. Perform telecommunications cabling inspection, verification, and performance tests in accordance with TIA/EIA-568-B.1, TIA/EIA-568-B.2. Perform optical fiber field inspection tests via OTDR measurements on factory reels and provide results along with

manufacturer certification for factory reel tests. Remove failed cable reels from project site upon attenuation test failure in accordance with the most current TIA/EIA 568 standards. Results shall indicate reel number of the cable, manufacturer, size of cable, pairs tested, and recorded readings. Two optical tests shall be performed on all optical fibers: Attenuation Test and Optical Time Domain Reflectometry (OTDR) Test at 1550 nm wave length to verify length and loss specifications of the cable.

- 4.31 All fiber strands will be tested prior to installation, after installation, with a final test after terminators have been installed. For single-mode optical fiber, perform optical fiber end-to-end attenuation tests in accordance with TIA-568-C.3 and TIA-526-7 using Method A, Optical Power Meter and Light Source for single-mode optical fiber. Perform verification acceptance tests.
- 4.32 Fiber cables shall be OTDR tested prior to placement and again upon completion of installation prior to splicing or terminations. Perform an ODTR bi-directional OTDR test with 300 meter launch and receive cables on singlemode cables at 1550 nm. Document each strand with a printed OTDR trace, indicating, span length, and 2- point loss between the two test points. A summary printed in MS Excel format will accompany each group of OTDR traces indicating date of test, locations tested, length of span, tube color, trunk fiber color, fiber cable count and strand count, loss of the tested span, and expected loss as calculated. An example of Camp Shelby single mode fiber test form can be obtained from the contract officer and is accompanying the specifications. This OTDR test, when made in conjunction with a field launch cable to test the far end connector, will negate the need of the power meter test. All test results will be provided to the contract officer's representative within two days of completion of tests.
- 4.33 Pulling tensions will be monitored during the installation and approved cable lubricant used as necessary. At no time will the manufacturer's bend radius or maximum tensile load be exceeded. If necessary, post-installation OTDR test may be required and repairs made at the contractor's expense under the Camp Shelby Telecommunications Department direction.
- 4.34 Place wire managers and fiber innerduct within buildings as needed from entrance to fiber tray.
- 4.35 The splice insertion loss shall be 0.2 dB maximum when measured in accordance with TIA-455-78 using an OTDR. Splices shall be designed for a return loss of **.30 db max for** single mode fiber when tested in accordance with TIA-455-107A

- 4.36 Shields equal to 3M 4460-D shield connectors shall be used on fiber optic with light armor shield. Bonding braid with eyelets equal to 3M shall be used for attaching cables to pedestal bonding bars and sheath bonds with in splice cases. Insulated #6 jumpers with eyelets equal to Electric Motion industries may be used as needed to facilitate bonding to buss and splicing bars.
- 4.37 Handholes will be installed at both sides of street crossings.
- 4.38 Quazite/Hubble or equivalent precast handholes with heavy duty lids with "**Communications**" embossed on the lid will be used. The handhole will have an open base with 6 inches of gravel installed for drainage.
- 4.39 An orange 12 inches x 9 inches warning sign on an 8' steel post will be installed every 300', at street crossings, and at each handhole.
- 4.40 The minimum size handhole shall be 24X36X24 inches with open bottom except splice locations and handholes installed within 3 feet of buildings.
- 4.41 The minimum size handhole for splice locations and within 3 feet of buildings shall be 36x60x24 inches with open bottom.
- 4.42 The minimum size handhole for the road crossing at East Gate Road and the Gravel County Road shall be 36x60x24 inches with open bottom.
- 4.43 The cable will be labeled with source, destination, fiber count, and type of fiber on an orange heavy duty tag every time a fiber enters and exits a handhole or splice case.
- 4.44 Any splice points along the fiber path will require a splice case equal to or better than Preform Line Products Coyote splice case, Part 8006561 8 inches x 22 inches, with 6 way end plate or equivalent.
- 4.45 An 8 foot copper ground rod with #6 ground will be installed to the ground lugs of the splice case. The #12 locate wire will also attached to the ground rod in each handhole containing a splice.
- 4.46 All splices cases will be pressurized and flash tested when closed to ensure integrity.
- 4.47 All splice cases will be visually inspected and approved by the Department of Information Management (DOIM) personnel before sealing to ensure compliance with TIA/EIA-568 standards.



- 4.48 In existing manholes, handholes, and vaults where new ducts are to be terminated, or where new cables are to be installed, modify the existing installation of cables, cable supports, and grounding as required with cables arranged and supported as specified for new cables.
- 4.49 Provide tags for each telecommunications cable or wire located in manholes, handholes, and vaults. Cable tags shall be polyethylene and labeled in accordance with TIA/EIA-606-A. Handwritten labeling is unacceptable. Stenciled lettering for cable and termination hardware shall be provided using laser printer. Cable tags should be orange in color; Panduit CM4S or equivalent will be used. Install cable tags so that they are clearly visible without disturbing any cabling or wiring in the manholes, handholes, and vaults. Place tags within 3 inches of all entrances, exits or splice cases in the manholes, handholes, and vaults. **Provide cable size, cable count, direction of cable, i.e., to build # XXXX or to HH # XXX date installed.** Letters, numbers, and symbols shall not fall off or change positions regardless of the cable tags' orientation. Label patch panels, distribution panels, connector blocks and protection modules using color coded labels with identifiers in accordance with TIA/EIA-606-A.
- 4.50 Daily clean up is required during construction with no more than 20 feet of barricaded open earth allowed.
- 4.51 All underground cables will be bonded and grounded at splice points and terminations.
- 4.52 All right of ways will be approved and marked by the Director of Public Works and Directorate of Information Management. Contractor must coordinate with Camp Shelby to ensure rights of ways are approved as well as all environmental issues identified.
- 4.53 ALL boring will be done with ORANGE rolled conduit. Test duct lines with a mandrel and swab out to remove foreign material before the pulling of cables. Avoid damage to cables in setting up pulling apparatus or in placing tools or hardware. Do not step on cables when entering or leaving the manhole. Do not place cables in ducts other than those shown without prior written approval of the Contracting Officer. Roll cable reels in the direction indicated by the arrows painted on the reel flanges. Set up cable reels on the same side of the manhole as the conduit section in which the cable is to be placed. Level the reel and bring into proper alignment with the conduit section so that the cable pays off from the top of the reel in a long smooth bend into the duct without twisting. Under no circumstances shall the cable be paid off from the bottom of a reel. Check the equipment set up

prior to beginning the cable pulling to avoid an interruption once pulling has started. Use a cable feeder guide of suitable dimensions between cable reel and face of duct to protect cable and guide cable into the duct as it is paid off the reel. As cable is paid off the reel, lubricate and inspect cable for sheath defects. When defects are noticed, stop pulling operations and notify the Contracting Officer to determine required corrective action. Cable pulling shall also be stopped when reel binds or does not pay off freely. Rectify cause of binding before resuming pulling operations. Provide cable lubricants recommended by the cable manufacturer. Avoid bends in cables of small radii and twists that might cause damage. Do not bend cable and wire in a radius less than 10 times the outside diameter of the cable or wire. Obtain from the cable manufacturer and provide to the Contracting Officer, the maximum allowable pulling tension. This tension shall not be exceeded.

- 4.54 Permits from the Camp Shelby Department of Public Works (DPW) will be required for each digging location prior to starting digging operations.
- 4.55 Access to rooms will be through cored holes drilled in the walls using innerduct above the drop ceiling and metal raceway from the ceiling to the metal wall box that will be secured to the wall with screws and wall anchors. "J" or "U" supports will be used every 4 feet in the ceiling for cable runs. All exposed vertical wiring will be enclosed in conduit. Specific locations of the ports will be provided prior to the beginning of the project. All cable runs will be pulled snug and secured with velcro once all of the cable has been installed. All cable runs in communications areas will be neatly run and secured to the backboards.
- 4.56 Inside communications rooms, all components (racks, trays, networking equipment) will be grounded using a #6 ground bus bar. The cable sheaths will also be bonded to this ground.
- 4.57 All entrances will be made on the exterior wall of the building with an 18 inch x18 inch pull box securely attached to the exterior wall. Pull strings will be provided and left in place for future use. All cables will securely anchored to the building with entrances cored and sealed to prevent moisture damage to the buildings.
- 4.58 Provide an additional 25 percent space on all LIU patch panels for future use.
- 4.59 The combined loss of the connector and fusion splice at the patch panel will not exceed .75 db @ 1550 nm. Provide optical patch cord as noted on the drawings.

- 4.60 Contractor must comply with the following industry standards:
  - 4.60.1 EIA/TIA 568 B 95. Commercial Building Telecommunications Wiring Standards
  - 4.60.2 EIA/TIA 569-90. Commercial Building for Telecommunications Pathways
  - 4.60.3 EIA/TIA 570-91. Residential and Light Commercial Telecommunications Wiring
  - 4.60.4 EIA/TIA 607-94. Commercial Building Grounding and Bonding Requirements for Telecommunications.
- 4.61 Director of Public Works and the JFH-J6D, Camp Shelby, MS, will approve all cable routes.
- 4.62 Vendor shall work with DPW and JFH-J6D to locate mark and flag all existing underground utilities before any underground work begins.
- 4.63 Contractor shall maintain a single point of contact/job site supervisor at all times. Supervisor shall sign-in at the DPW upon initiation of the project and sign out upon completion. A daily work log shall be maintained at the job site and be available for review by the contracting officer's representative at any time.

## **5. HARDWARE REQUIREMENTS**

- 5.1 Initially, Vendor will provide and install the following for Phase 1 of the construction project:
  - 5.1.1 Provide and install one 2 inch conduit and a 144 strand single mode fiber trunk cable (light armor) from the entrance handhole at COL 3 to the intersection of FS 367 and FS 305 near the entrance of COL 1. Cable path will follow the road with a maximum of five splices. The road intersection will be the splice point to feed COL 1 and the CACTF. Approximate distance is 7.92 miles.
  - 5.1.2 Provide and install a 1 ¼ inch conduit with pull string from the entrance handhole at Col 3 to the intersection of FS 367 and FS 305 near the entrance of COL 1.
  - 5.1.3 Splice and test 96 of the 144 stands into an existing 144 strand cable at the COL 3 handhole.

- 5.1.4 At the medical building at COL 1 install a building entrance for the fiber cable.
- 5.1.5 Install a 2 inch conduit with a 48 strand single mode fiber trunk (light armor) cable from the building entrance at COL 1 to the splice point at the Red Hill intersection. Splice 24 strands into the 144 strand trunk cable feeding from COL 3. The remaining 24 strands will be spliced with the 48 strand trunk feeding the CACTF (Phase 2). Terminate 48 strands in a new rack mounted fiber tray enclosure. Approximate distance is .68 miles.
- 5.1.6 Vendor must provide and install one (1) 4 feet wide by 8 feet tall sheets of ¾ inch A/C grade plywood backboards in each of the two IDF rooms. The backboards should be painted with two coats of fire resistant paint.
- 5.1.7 Vendor must provide and install a dedicated quad power outlet and ground bar with a #6 ground to the nearest building ground.
- 5.1.8 Install a 3 foot wall mounted cabinet with lock. Hoffman EWMW362225 or equivalent.
- 5.2 Vendor will provide and install the following for Phase 2 of the construction project:
  - 5.2.1 Provide and install a 2 inch conduit with a 48 strand single mode fiber trunk (light armor) cable from the building entrance at CACTF AARC/ROC bldg to the splice point at the intersection of FS367 and FS305. Approximate distance is 1.59 miles.
  - 5.2.2 Splice 24 strands into the 144 strand trunk cable feeding from COL 3. Splice the other 24 strands to the fiber feeding COL 1. Terminate 48 strands in a new rack mounted fiber tray enclosure at an existing rack.
  - 5.2.3 Install one 1.25 inch conduit with pull string from the Red Hill intersection to the CACTF AARC/ROC building.
  - 5.2.4 Vendor must provide and install a dedicated quad power outlet and ground bar with a #6 ground to the nearest building ground.
  - 5.2.5 Vendor must provide and install one (1) 4 feet wide by 8 feet tall sheets of ¾ inch A/C grade plywood backboards in the CACTF IDF room. The backboards should be painted with two coats of fire resistant paint.
  - 5.2.6 Install a 3 foot wall mounted cabinet with lock. Hoffman EWMW362225 or equivalent.

**6. INSTALLATION**

Vendor must provide a not-to-exceed cost for installation as described in RFP No. 3608. Please see Cost Information Form (Attachment A).

**7. WARRANTY/MAINTENANCE**

Vendor must state the length of warranty for proposed installation. At a minimum, vendor must provide a twelve (12) month on-site system warranty covering all materials and labor to correct any defect in the cable system. Warranty will begin upon acceptance of the installed system.

**8. ADDITIONAL REQUIREMENTS**

- 8.1 ITS acknowledges that the specifications within this LOC are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.
- 8.2 Vendor must specify the discounted price for each item. Freight is FOB destination. No itemized shipping charges will be accepted.
- 8.3 If Vendor proposes more than one alternative (no more than two), Vendor is responsible for identifying the alternative believed to be the best fit to meet the specified requirements.
- 8.4 A properly executed contract is a requirement of this LOC. After an award has been made, it will be necessary for the winning Vendor to execute a Supplement to his Master Cabling Agreement with ITS. A Standard Supplement to the Master Cabling Agreement has been attached for your review. The inclusion of this Supplement to the Master Cabling Agreement does not preclude ITS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this LOC. If Vendor can not comply with any term or condition of this Supplement to the Master Cabling Agreement, Vendor must list and explain each specific exception on the Proposal Exception Summary Form explained in Section 9 and attached to this LOC. Winning Vendor must be willing to sign the attached Supplement to the Master Cabling Agreement within 5 working days of the notice of award. If the Supplement to the Master Cabling Agreement is not executed within 5 working day period, ITS reserves the right to negotiate with the next lowest and best vendor in the evaluation.
- 8.5 If any component(s) necessary for operation of the requested system is omitted from vendor's proposal, vendor must be willing to provide the component(s) at no

additional cost. This includes, but is not limited to, all conduit, sleeves, handholes, maintenance holes, etc. necessary to render the configuration fully operational.

- 8.6 Vendor must provide the state of incorporation of the company and a name, title, address, telephone number and e-mail for the "Notice" article of the contract.
- 8.7 While the Vendor will not be held responsible for delays outside its control, this award is for a turnkey solution, and payment for the products and services being acquired herein will be made upon completion and acceptance of the entire solution by the State. Should delays become so extensive that the delayed payment for installed equipment and services rendered becomes an extreme financial burden to the Vendor, ITS will work with the Vendor for an equitable resolution regarding partial payments. Should partial payment be deemed necessary, the State will require a holdback of some portion of the actual cost to ensure final completion of this project. The State is never, in any circumstances, able to pay for equipment or services that have not yet been received.
- 8.8 The winning Vendor shall procure, submit to the State with the executed Supplement to the Master Cabling Agreement, and maintain in effect at all times during the course of this project, a payment bond to secure the prompt payment of all persons supplying labor or materials used in the performance of work under the Agreement, in the amount of the winning vendor's complete proposed cost. The bond shall be made by a surety company, which is authorized to do business in the State of Mississippi, and listed on the United States Treasury Department's list of acceptable sureties. The bond shall be accompanied by a duly authenticated or certified document identifying the name and address of the person or entity holding the payment bond, and identifying a contact person to be notified in the event action against the bond is necessary. The term of the payment bond shall be concurrent with the term of the Agreement and shall not be released to Vendor until all services required herein have been completed and accepted by ITS, and all persons supplying labor or materials in the performance of work under the Agreement have been paid in full by the Vendor. The payment bond shall be procured at Vendor's expense and be payable to ITS. Prior to approval of the payment bond, the State reserves the right to review the bond and require Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums required to provide this bond shall be paid by Vendor. The bond must specifically refer to the Agreement and shall bind the surety to all of the terms and conditions of the Agreement.
- 8.9 The winning Vendor shall procure, submit to the State with the executed Supplement to the Master Cabling Agreement, and maintain in effect at all times during the course of this project, a performance bond in the amount of the

winning vendor's complete proposed cost. The bond shall be made by a surety company, which is authorized to do business in the State of Mississippi, and listed on the United States Treasury Department's list of acceptable sureties. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond, and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of the Agreement completed after award and shall not be released to Vendor until all services required herein have been completed and accepted by ITS. The performance bond shall be procured at Vendor's expense and be payable to the State of Mississippi. Prior to approval of the performance bond, the State reserves the right to review the bond and require Vendor to substitute an acceptable bond in such form as the State may reasonably require. The awarded Vendor shall pay the premiums on such bond. The bond must specifically refer to this Project and shall bind the surety to all of the terms and conditions of the Agreement completed after award. If the Agreement is terminated due to the Vendor's failure to comply with the terms thereof, ITS may claim against the performance bond.

## **9. PROPOSAL EXCEPTIONS**

- 9.1 Vendor must return the attached *Proposal Exception Summary Form*, Attachment C, with all exceptions listed and clearly explained or state "No Exceptions Taken." If no Proposal Exception Summary Form is included, the Vendor is indicating that no exceptions are taken.
- 9.2 Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this memorandum, including a specification denoted as mandatory, as long as the following are true:
  - 9.2.1 The specification is not a matter of State law;
  - 9.2.2 The proposal still meets the intent of the procurement;
  - 9.2.3 A *Proposal Exception Summary Form* (Attachment B) is included with Vendor's proposal; and
  - 9.2.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form* (Attachment B).

- 9.3 The Vendor has no liability to provide items to which an exception has been taken. ITS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and ITS will discuss each exception and take one of the following actions:
- 9.3.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
  - 9.3.2 ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the procurement and will accept the exception;
  - 9.3.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or,
  - 9.3.4 None of the above actions is possible, and ITS either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
- 9.4 Should ITS and the Vendor reach a successful agreement, ITS will sign adjacent to each exception which is being accepted or submit a formal written response to the Proposal Exception Summary responding to each of the Vendor's exceptions. The Proposal Exception Summary, with those exceptions approved by ITS, will become a part of any contract on acquisitions made under this procurement.
- 9.5 An exception will be accepted or rejected at the sole discretion of the State.
- 9.6 The State desires to award this LOC to a Vendor or Vendors with whom there is a high probability of negotiating a mutually agreeable contract, substantially within the standard terms and conditions of the State's LOC, including the *Supplement to Master Cabling Agreement*, Attachment C, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this LOC, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.
- 9.7 For Vendors who have successfully negotiated a contract with ITS in the past, ITS requests that, prior to taking any exceptions to this LOC, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to ITS or participated in contract negotiations with ITS on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.



## 10. SCORING METHODOLOGY

ITS will use cost to determine the lowest and best proposal.

## 11. PROPOSAL SUBMISSION

- 11.1 Please use the attached *Cost Information Form* (Attachment A) to provide cost information. Follow the instructions on the form. Incomplete forms will not be processed.
- 11.2 In addition to providing Cost Information Form and Proposal Exception *Summary Form* (if applicable), Vendors must submit a proposal in response to this LOC as explained in Item 1. Vendors who do not provide this detail may be eliminated from further consideration.

## 12. DELIVERY INSTRUCTIONS

- 12.1 **Vendor must deliver the response to Chris Nix at ITS no later than Tuesday, September 11, 2012, at 3:00 P.M. (Central Time).** Responses may be delivered by hand, via regular mail, overnight delivery, e-mail, or by fax. Fax number is (601) 713-6380. ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF PROPOSALS. It is solely the responsibility of the Vendor that proposals reach ITS on time. Vendors should contact Chris Nix to verify the receipt of their proposals. Proposals received after the deadline will be rejected.
- 12.2 If you have any questions concerning this request, please e-mail Chris Nix of ITS at Chris.Nix@its.ms.gov. **Any questions concerning the specifications detailed in this LOC must be received no later than Wednesday, September 5, 2012, at 3:00 P.M. (Central Time).**

Enclosures: Attachment A, Cost Information Form  
Attachment B, Proposal Exception Summary Form  
Attachment C, Supplement to Master Cabling Agreement,

**ATTACHMENT A**  
**COST INFORMATION FORM – LOC NUMBER 40110 and 40119**

Please submit all unit and extended costs, as well as all required supporting details and other requested information, using the format below.

Send your completed Cost Information Form, along with your point-by-point response to the LOC, and your Proposal Exception Summary Form, to the Technology Consultant listed below on or before the date and time indicated in the Procurement Project Schedule. If all necessary information is not included, your response cannot be considered.

**ITS Technology Consultant Name:** Chris Nix  
**Company Name:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Contact E-mail:** \_\_\_\_\_

**RFP#** 3608  
**Date:** \_\_\_\_\_  
**Phone** \_\_\_\_\_

**LABOR:**

ITEM NUMBER*	DESCRIPTION	QUANTITY	COST	EXTENDED TOTAL
			LABOR TOTAL	

**MATERIALS:**

PART NUMBER **	MANUFACTURER	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED TOTAL
				MATERIALS TOTAL	
				PROJECT TOTAL	

If any of the items below are included in vendor's proposal they must be detailed below.  
Warranty:

\* If Vendor travel is necessary to meet the requirements of the LOC, the Vendor should propose fully loaded costs including travel

\*\*Manufacturer model number, not Vendor number. If Vendor's internal number is needed for purchase order, include an additional column for that number

**ATTACHMENT B**  
**PROPOSAL EXCEPTION SUMMARY FORM**

ITS LOC Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	

**ATTACHMENT C**  
**PROJECT NUMBERS 40109/40110**  
**SUPPLEMENT TO**  
**MASTER CABLING AGREEMENT**  
**BETWEEN**  
**INSERT VENDOR NAME**  
**AND**  
**MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES**  
**AS CONTRACTING AGENT FOR THE**  
**MISSISSIPPI DEPARTMENT OF MILITARY**

This document shall serve as a Supplement to the original Master Cabling Agreement executed on **INSERT ORIGINAL EXECUTION DATE** and amended on **INSERT AMENDMENT DATE**, between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR ADDRESS** (hereinafter referred to as “Contractor”) and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as “ITS”), as contracting agent for the agencies and institutions of the State of Mississippi. It is understood that ITS is executing this Supplement on behalf of the Mississippi Department of Military, located at 1410 Riverside Drive, Jackson, Mississippi 39202 (hereinafter referred to as “Customer”). ITS and Customer are sometimes collectively referred to herein as “State.”

**WHEREAS**, ITS, pursuant to Request for Proposals (“RFP”) Number 3608 requested proposals for the acquisition of a master contract containing the terms and conditions which will govern any orders placed by state agencies and institutions for inside/outside communications cabling;

**WHEREAS**, the Contractor was a successful respondent in regard to RFP No. 3608;

**WHEREAS**, ITS subsequently issued Letter of Configuration Number 40109/40110 dated **INSERT PUBLICATION DATE** (hereinafter referred to as “LOC”) requesting proposals for a specific inside/outside cabling project on behalf of the Mississippi Department of Military; and

**WHEREAS**, Contractor was the successful proposer in an open, fair and competitive procurement process;

**NOW THEREFORE**, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

- 1) This Supplement will become effective on the date it is signed by all parties and will continue in effect until all tasks required herein have been completed. Contractor agrees to complete all tasks required under this Supplement and the LOC, with the exception of warranty

service and post warranty maintenance, on or before April 30, 2013, or within such other period as may be agreed to by the parties.

2) Contractor agrees to provide Customer and Customer agrees to buy as needed the items listed in the attached "Exhibit A," which is incorporated herein and at the purchase price set forth therein, but in no event will the total compensation to be paid hereunder exceed the specified sum of \$**INSERT TOTAL COMPENSATION** unless prior written authorization from ITS has been obtained. The parties understand and agree that this acquisition is subject to and controlled by the terms and conditions set forth in the Master Cabling Agreement.

3) It is agreed by the parties hereto that time is of the essence, and that in the event of a delay in the delivery and installation deadlines or delay in the satisfactory completion and acceptance of this project, damage shall be sustained by Customer. In the event of a delay as described herein, Contractor shall pay Customer, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of one hundred fifty dollars (\$150.00) per day for each calendar day of delay caused by Contractor. Customer may offset amounts due it as liquidated damages against any monies due Contractor under this Supplement. Customer will notify Contractor in writing of any claim for liquidated damages pursuant hereto on or before the date Customer deducts such sums from money payable to Contractor. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of Customer.

4) Contractor shall procure, submit to the State with this executed Supplement, and maintain in effect at all times during the course of this project, a performance bond in the amount of \$**INSERT AMOUNT OF COMPENSATION**. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond, and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Supplement and shall not be released to Contractor until all services required herein have been completed and accepted by Customer. The performance bond shall be procured at Contractor's expense and be payable to Customer. Prior to approval of the performance bond, the Customer reserves the right to review the bond and require Contractor to substitute an acceptable bond in such form as the State may reasonably require. The Contractor shall pay the premiums on such bond. The bond must specifically refer to this Project and shall bind the surety to all of the terms and conditions of this Supplement. If this Supplement is terminated due to the Contractor's failure to comply with the terms thereof, the Customer may claim against the performance bond.

5) As a condition precedent to the formation of the agreement between Contractor and Customer, the Contractor shall provide a payment bond as herein described. To secure the prompt payment of all persons supplying labor or materials used in the performance of work under this Supplement, the Contractor shall procure, submit to the State with this executed

Supplement, and maintain in effect at all times during the course of its work under this Supplement, a payment bond in the amount of \$ **INSERT AMOUNT OF COMPENSATION**. The bond shall be made by a surety company which is authorized to do business in the State of Mississippi and listed on the United States Treasury Department's list of acceptable sureties. The bond shall be accompanied by a duly authenticated or certified document identifying the name and address of the person or entity holding the payment bond, and identifying a contact person to be notified in the event action against the bond is necessary. The term of the payment bond shall be concurrent with the term of this Supplement and shall not be released to Contractor until all services required under same have been completed and accepted by Customer, and all persons supplying labor or materials in the performance of work under this Supplement have been paid in full by the Contractor. The payment bond shall be procured at Contractor's expense and be payable to the State of Mississippi. Prior to approval of the payment bond, the State reserves the right to review the bond and require Contractor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Contractor. The bond must specifically refer to the LOC and this Supplement and shall bind the surety to all of the terms and conditions of same and of the Master Cabling Agreement.

6) This procurement is a component of a construction or renovation project being managed by the Mississippi Department of Military. The completion date provided herein is a good-faith estimate based on the current project schedule. Construction delays may occur due to unforeseen circumstances outside of the State's control that prevent the Contractor from completing some or all of the obligations for this award by the projected completion date.

7) While the Contractor will not be held responsible for delays outside its control, this award is for a turnkey solution, and payment for the products and services being acquired herein will be made upon completion and acceptance of the entire solution by the State. Should construction delays become so extensive that the delayed payment for installed equipment and services rendered becomes an extreme financial burden to the Contractor, ITS will work with the Contractor for an equitable resolution regarding partial payment. Should partial payment be deemed necessary, the State will require a holdback of some portion of the actual cost to ensure final completion of the project. The State is never, under any circumstances, able to pay for equipment or services that have not yet been received.

8) This Supplement will become a binding obligation on the State only upon receipt by ITS of the bonds required herein, and the issuance by ITS of the CP-1 Acquisition Approval Document.

9) Customer shall have thirty (30) calendar days to review and accept the work done and to either notify Contractor of acceptance or to provide Contractor a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Customer notifies the Contractor of deficiencies, the Contractor shall correct such deficiencies within ten (10) working days unless the Customer consents in writing to a longer period of time.

10) Once the Products have been accepted by Customer, as prescribed herein, the Contractor will invoice the Customer for the invoice amount of that payment as indicated in the attached Exhibit A. Contractor shall certify that the billing is true and correct. Contractor shall submit invoices and supporting documentation to Customer electronically during the term of this Supplement using the processes and procedures identified by the State. Customer agrees to pay Contractor in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that Customer is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments by SAAS agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article titled "Entire Agreement" in the Master Cabling Agreement.

11) Acceptance by the Contractor of the last payment from Customer shall operate as a release of all claims against the State by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of any work under this Supplement.

12) It is expressly understood and agreed that the obligation of Customer to proceed under this Supplement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Supplement. If the funds anticipated for the fulfillment of this Supplement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Supplement, Customer shall have the right to immediately terminate this Supplement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Supplement.

13) If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act

of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

14) Contractor represents and warrants that no official or employee of Customer or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Supplement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Supplement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Supplement. The Contractor also warrants that in the performance of this Supplement no person having any such known interests shall be employed.

15) The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Supplement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Supplement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Supplement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Supplement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Supplement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.



16) All other provisions in the underlying Master Cabling Agreement shall remain unchanged.

For the faithful performance of the terms of this Supplement, the parties have caused this Supplement to be executed by their undersigned representatives.

**State of Mississippi, Department of  
Information Technology Services, on  
behalf of Mississippi Department of  
Military**

**INSERT VENDOR NAME**

**By: \_\_\_\_\_**  
**Authorized Signature**

**By: \_\_\_\_\_**  
**Authorized Signature**

**Printed Name: Craig P. Orgeron, Ph.D.**

**Printed Name: \_\_\_\_\_**

**Title: Executive Director**

**Title: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Date: \_\_\_\_\_**

## **EXHIBIT A**